



## COMMERCIAL USE AUTHORIZATION APPLICATION

### Sleeping Bear Dunes National Lakeshore

9922 Front Street  
Empire, MI 49630  
Dawn Majewski, Permits Coordinator  
Phone Number: 231-326-4741



Refer to application instructions at the end of this application. Some parks have additional requirements for businesses that offer services to visitors relating to the safety and welfare of the visitors and protection of the resources. These requirements may include applicable operating licenses, certificates showing proof of training, operating plans, emergency response plans, group size limitations, etc.

1. **Service for which you are applying:** *[attach diagram, attach additional pages, if necessary, include locations within the park, frequency, estimated number of participants (per trip and annually), number of vehicles, support equipment (trailers, generators, etc.).]*
2. **Will you be providing this service in more than one park?** Yes ☐ No ☐ *If "Yes", list all parks and services provided.*
3. **Applicant's Legal Business Name:** *[Include any additional names (DBA) under which you will operate.]*
4. **Owner and Authorized Agents:** *(Give the name(s) of the owners and name(s) of the persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.)*

#### 5. Mailing Addresses

**PRIMARY CONTACT INFORMATION** *(Dates to contact you at this address, if seasonal. )*

Address:

City, State, Zip:

Email:

Website:

Day Phone:

Evening Phone:

Fax:

**ALTERNATE CONTACT INFORMATION** *(Dates to contact you at this address, if seasonal. )*

*If same as "Primary Contact Information, check here ☐ and go to question 6.*

Address:

City, State, Zip:

Email:

Website:

Day Phone:

Evening Phone:

Fax:

#### 6. What is your Business Type? *(Please check one below)*

- ☐ Sole Proprietor
- ☐ Partnership *(Print the names of each partner. If there are more than two partners, please attach a complete list of their names.)*

Name:

Name:

- ☐ Limited Liability Company
- ☐ Corporation
- ☐ Non-Profit *(Please attach a copy of your IRS Ruling or Determination Letter)*

☐ Other

#### 7. Business License – State and Number:

Expiration Date:

**8. Employer Identification Number (EIN):**

**9. Liability Insurance:**

Provide proof of liability insurance. The CUA operator must maintain General Liability insurance naming the United States of America as additional insured. Minimum coverage amount is \$500,000 per occurrence. Some activities will require increased coverage or other types of liability insurance; see Park-Specific CUA Insurance Requirements ("Attachment A").

**10. Will your business operate vehicles/vessels/aircraft within NPS boundaries?**

Yes ☐ No ☐

*Information for vehicles/vessels chartered from and operated by another company is NOT required. If "Yes," please give a description of each vehicle. Use additional paper, if necessary.*

Make/Model of Vehicle	Year	Max # Passenger Capacity	Own/Rent/Lease

Make/Model of Vessel	Registration # or USCG Documentation	Length	Max # Passenger Capacity	Own/Rent/Lease

**11. Additionally Required Documentation:**

Parks may require proof of licenses, registrations and certificates, etc. Provide copies of additionally required documentation identified in "Attachment B".

**12. DOI Employment:**

Are you, your spouse, or minor children employed within the U.S. Department of the Interior?

Yes ☐ No ☐ If "Yes", please provide information below:

Employee Name:

Title:

Bureau:

If you selected yes, please contact your servicing ethics office, <https://www.doi.gov/ethics/bem>.

**13. Violations:** To your knowledge, have you, your company, or any current or proposed employees been convicted or fined for violations of State, Federal, or local law within the last 5 years? Are you, your company, or any current or proposed employees now under investigation for any violations of State, Federal, or local law or regulation? See instructions.

Yes ☐ No ☐ If "Yes", please provide the following information. Attach additional pages, if necessary.

Date of violation or incident under investigation:

Name of business or person(s) charged:

Please identify the law or regulation violated or under investigation:

Please identify the State, municipality, or Federal agency that initiated the charges:

Additional Detail (optional):

(Results) Action Taken by Court:

**14. Fee:** Please include the Application Fee as outlined in Attachment B.

**15. Signature:**

False, fictitious or fraudulent statements of representations made in this application may be grounds for denial or revocation of the Commercial Use Authorization and may be punishable by fine or imprisonment (U.S. Code, Title 18, Section 1001). All information provided will be considered in reviewing this application. Authorized Agents must attach proof of authorization to sign below.

*By my signature, I hereby attest that all my statements and answers on this form and any attachments are true, complete, and accurate.*

Signature

Date

Printed Name

Title

## NOTICES

### Privacy Act Statement

**Authority:** The authority to collect information on the attached form is derived from 16 U.S.C. 5966, Commercial Use Authorizations.

**Purpose:** The purposes of the system are (1) to assist NPS employees in managing the National Park Service Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

**Routine Uses:** In addition to those disclosures generally permitted under 5 U.S.C. 552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside the National Park Service as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, State, territorial, local, tribal, or foreign agencies and other authorized organizations and individuals based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

**Disclosure:** Providing your information is voluntary, however, failure to provide the requested information may impede the processing of your commercial use authorization application.

### Paperwork Reduction Act Statement

In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), please note the following. This information collection is authorized by The Concession Management Improvement Act of 1998 (54 USC 101911). Your response is required to obtain or retain a benefit in the form of a Commercial Use Authorization. We will use the information you submit to evaluate your ability to offer the services requested and to notify the public what services you will offer. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid Office of Management and Budget control number. OMB has assigned control number 1024-0268 to this collection.

### Estimated Burden Statement

We estimate that it will take approximately 2.5 hours to prepare an application, including time to review instructions, gather and maintain data, and complete and review the proposal. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Information Collection Officer, National Park Service, 12201 Sunrise Valley Drive, MS-242, Reston, VA 20192. Please do not send your completed form to this address; but rather to the address at the top of the form.

**The following explanations correspond directly with the numbered items on the Application Form. Please read this entire document prior to completing the application. Include the nonrefundable application fee when submitting this application.**



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## COMMERCIAL USE AUTHORIZATION APPLICATION INSTRUCTIONS

1. Enter the service you are proposing to provide. These are the services which are currently approved in the park:

Film and Photography Workshops
Group Meditation and Stationary Fitness Classes
Guided Services - Camping Trips
Guided Services – Canoe, Kayak, Stand Up Paddleboard
Guided Services – Fishing/Charter Boat Cruises
Guided Services – Hiking, Biking, Snowshoeing, Cross Country Skiing
Guided Services - Horse and Wagon/Carriage
Recreational Equipment Rentals
Youth Educational Camps and Discovery Hikes

If the service you are proposing to provide is not a currently approved service listed above, contact the park CUA office at the number above.

2. Respond "No" or list other parks where you will be providing this service.
3. Enter the legal name of your business. If you have a secondary name under which you are doing business (d.b.a.), please enter that name also.
4. Give the name(s) of owners and name(s) of persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.
5. Provide contact information for both the main season and the off-season. Your contact information may also be published in the NPS Commercial Services Directory.
6. Check the box that identifies your type of business.
7. If the state in which you operate or the state where your business is domiciled requires a state business license, provide the state, license number and year of expiration.
8. Provide your Employer Identification Number (EIN). The Debt Collection Improvement Act of 1996 requires us to collect an EIN or Social Security Number (SSN). The NPS will not collect SSNs, only EINs. The EIN is issued by the Internal Revenue Service. You may receive a free EIN at <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/How-to-Apply-for-an-EIN>. We will use the EIN that you provide as needed to collect debts.
9. Provide proof of General Liability Insurance naming the United States of America, as additional insured in the amounts designated in the application. Provide proof of vehicle/vessel/aircraft liability insurance if you own, rent, or lease vehicles/vessels/aircraft and transport visitors by those means or if those owned, rented, or leased vehicle/vessel/aircraft are engaged in providing the service (i.e., hauling horses used in the activity). Insurance companies must be rated at least A- by the most recent edition of A.M. Best's Key Insurance Reports (Property-Casualty edition) or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch). You may be subject to additional insurance requirements. Refer to "Attachment A".
10. Provide a description of each owned, rented, or leased vehicle/vessel/aircraft you will utilize during the course of the proposed commercial service. Information for vehicles/vessels/aircraft chartered from and operated by another company is not required.
11. Provide copies of additional documentation as required by "Attachment B".

12. Indicate if you are employed by the U.S. Department of the Interior (DOI). DOI ethics regulations prohibit employees, their spouses, and minor children from acquiring or retaining permits granted by the DOI in Federal lands subject to certain exceptions. DOI employees must contact their servicing ethics officer if they, their spouse, or minor children wish to apply for a CUA.
13. Provide details if your business or business owners or current employees or proposed employees have been convicted or are currently under charges for violation of State, Federal, or local law or regulation in the last 5 years. Do not include minor traffic tickets.
14. Include payment of the Application Fee - \$ 200 See "Attachment " B.
15. Please sign and date your application. If the person SIGNING this application is an Authorized Agent for the business, proof of signing authority must accompany this application.

Attachment A: Insurance Requirements

Attachment B: List of Approved Services, Additionally Required Documentation, and Fee Information

**Additional Information:** The National Park Service has terms and conditions on all commercial service agreements. The following terms and conditions will apply to all Commercial Use Authorizations. There may be additional terms and conditions based on the services provided. These may include but are not limited to limits on locations, times, group size, and employee licenses and certifications and providing such information to the park superintendent for approval.



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## CONDITIONS OF THIS AUTHORIZATION

1. **False Information:** The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].
2. **Legal Compliance:** The holder shall exercise this privilege subject to the supervision of the area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. All vehicles/vessels/aircraft are required to be registered and the operators are required to have the proper licenses to operate them commercially, as required by law or regulation.
3. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates satisfactory to the area Superintendent.
4. **Operating Conditions:** The holder shall provide the authorized commercial services to visitors under operating conditions satisfactory to the area Superintendent.
5. **Liabilities and Claims:** This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the holder, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the holder in connection herewith, and the holder hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
6. **Insurance:** Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall name the United States of America as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
7. **CUA Fees:** At a minimum, the holder shall reimburse the park for all costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorized activity. Administrative costs for the application process must be paid when the application is submitted. Monitoring fees and any additional costs incurred by the park to support the commercial activity will be paid annually or on a more frequent basis as determined by mutual agreement between the Holder and the area Superintendent.
8. **Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this authorization or to any benefit that may arise from this authorization. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
9. **Transfer:** This authorization may not be transferred or assigned without the written consent of the area Superintendent.
10. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the area Superintendent.
11. **Preference or Exclusivity:** The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
12. **Construction:** The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the area Superintendent.
13. **Reporting:** The holder is to provide the area Superintendent upon request a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the area Superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments. The holder must submit annually the CUA Annual Report (NPS Form 10-660) and upon request the CUA Monthly Report (NPS Form 10-660A).

- 14. Accounting:** The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
- 15. Minimum Wage:** The holder is required to adhere to Executive Order 13658 – Establishing a Minimum Wage for Contractors, as applicable. The implementing regulations, including the applicable authorization clause, are incorporated by reference into this contract as if fully set forth in this contract and available at <https://federalregister.gov/a/2014-23533>.
- Exemption:** Under Executive Order 13838, Executive Order 13658 shall not apply to contracts or contract-like instruments entered into with the Federal Government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on Federal lands, but this exemption shall not apply to lodging and food services associated with seasonal recreational services. Seasonal recreational services include river running, hunting, fishing, horseback riding, camping, mountaineering activities, recreational ski services, and youth camps.
- 16. Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients sign a waiver of liability statement or form, insurance disclaimer, and/or indemnification agreement waiving the client's right to hold the CUA holder responsible for accidents or injury occurring on NPS property. The holder is permitted to request or require a client to sign a form or statement acknowledging risk and/or indicating that certain prerequisite skills may be needed to participate in the commercial activity. The holder must provide the park with the current copy of all forms and/or statements used for this purpose and obtain written approval by the park to use the form and/or statement. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at 231-326-4741 or by going to the park CUA webpage at <https://www.nps.gov/slbe/learn/management/cua.htm>
- 17. Intellectual Property of the National Park Service:** Except with the written authorization of the Director of the National Park Service, the Holder shall not assert any legal claim that the Holder or any related entity holds a trademark, tradename, servicemark or other ownership interest in the words "National Park Service", the initials "NPS", or official name of any unit or part thereof, including but not limited to any facility, logo, distinctive natural, archaeological, cultural, or historic site, within the National Park System, or any colorable likeness thereof, or the likeness of a National Park Service official uniform, badge, logo, or insignia.
- 18. Nondiscrimination:** The holder must comply with Applicable Laws relating to nondiscrimination in providing visitor services to the public and with all equal employment opportunity provisions of Title VII of the Civil Rights Act, as amended.

## SPECIAL PARK CONDITIONS

### Administration

- 1. CUA:** The holder shall maintain a copy of this authorization with attachments at the business location and in all business vehicles. The holder shall ensure that all employees are informed of the conditions of this authorization and make it available for inspection upon request.
- 2. Damages:** The holder shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the holder is authorized to make of the land, water and facilities described in this authorization.
- 3. Donations:** Donations collected on behalf of the park, on parkland and water, or outside of the park when the stated purpose is to support the park, must be provided to the National Park Service.
- 4. Entrance Fee:** This authorization does not exempt customers from paying the required entrance fee and the holder is responsible for informing all customers that a park pass is required to enter the park.
- 5. Operating Reports:** The holder must provide the park Commercial Use Authorization Coordinator with:
  - a. Gross Revenue Report – The gross revenue derived from activities provided during the calendar year. This is due each calendar year by January 31 or within 30 days of the end of the authorization.
  - b. Visitor/Client Report – The total number of customers served during the calendar year. This is due each calendar year by January 31 or within 30 days of the end of the authorization.
- 6. Commercial Service:**
  - a. The holder may not distribute any advertisements in the park. Advertisements distributed on private lands, including internet web pages, may not state or imply endorsement by the National Park Service or Sleeping Bear Dunes National Lakeshore.

- b. For those CUA holders with revenue over \$25,000, the commercial aspects of the services, except for the service itself, must originate and terminate outside of the park, including marketing, advertising, use of temporary or permanent structures, the negotiation of compensation with the customer or the solicitation or receipt of money or other compensation. Holders may not engage in any monetary exchange on park land, including electronic credit/debit card or cash transactions.
  - c. For those CUA holders with revenue under \$25,000, the commercial aspects of the services may originate and terminate in the park, including use of temporary structures, the negotiation of compensation with the customer or the solicitation or receipt of money or other compensation only if authorized on the CUA permit as an "In-park service."
- 7. Other Authorization Requirements:** This authorization does not become effective until all other necessary authorizations have been secured. The holder's signature on this document certifies that all federal, state, county and local government requirements have been met and required authorizations or licenses have been obtained in regards to conducting this commercial activity.
- 8. Audits:** The National Park Service may conduct scheduled and random audits to ensure compliance with CUA terms and conditions. The park interpretive staff may also audit tours to review program content. This audit of the tour should be made available at no cost to the park staff.

### **Safety**

- 9. Safety Standards:** The holder shall have a commitment to safety not only for its customers, but also for all visitors and employees of Sleeping Bear Dunes National Lakeshore.
- a. The holder is responsible for complying with all federal, state and local safety regulations, including U.S. Coast Guard, U.S. Food and Drug Administration, National Fire Protection Association, and Occupational Safety and Health Administration standards.
  - b. The holder is responsible for providing customers with relevant guidelines, rules and practices that will mitigate and manage safety risks. This may include personal flotation device policies, water temperature, etc., depending on the activity.
  - c. Customers should be provided with emergency contact information.
  - d. The holder's trip leader(s) are required to possess current basic first aid and CPR certification and will carry first aid equipment commensurate with the size of the group.
  - e. The holder must maintain a ratio of one guide for every six kayaks on each kayak trip.
  - f. The holder's guides are required to maintain a continued presence with the clients for the entire duration of the scheduled kayak trip. Tours will strive to maintain "pod-like behavior" while traveling along the lakeshore, with the guide maintaining eye and voice contact with all clients at all times.
  - g. The holder's trip leaders will have basic safety equipment while guiding trips. For an example, cell phone or portable VHF marine radio and tow rope.
  - h. The tour guide leaders must wear personal flotation devices (PDF) and should encourage their customers to do the same.
  - i. Holders who rent river equipment to customers are responsible for:
    - having procedures in place to assist customers with safety issues or emergencies, and
    - communicating safety and emergency procedures to all customers prior to the start of their activity.

**10. Emergency Services:** The holder or their staff should call 911 for emergency assistance in the park.

**11. Incident Reports:** The holder shall report any incidents that occur to the park CUA Coordinator at 231-326-4740. This shall include any medical, rescue, fire, law enforcement or property damage incidents associated with visiting the park.

### **Equipment and Transportation**

#### **12. Rental Equipment Standards:**

- a. The holder's equipment at all times shall be in serviceable condition and well maintained.



- b. All watercraft must be of a commercial use standard or equivalent.
- c. Paddles should be in good condition and appropriate for the activity of use.
- d. All lifejackets must be Coast Guard approved class II, III or V.
- e. All equipment shall be clearly branded with a minimum of the holder's business name.
- f. Equipment used under this authorization is subject to a safety check at any time and may not be used if deemed to be in an unsafe condition.
- g. The maximum amount of time the holder may leave his kayaks, SUPs and associated gear unattended in the National Lakeshore is 12 hours.
- h. All equipment shall be clearly branded with a minimum of the holder's business name.

**13. Transportation:** All holders transporting passengers in vehicles designed to carry more than 8 passengers, including the driver, must comply with federal and state regulations for commercial passenger vehicles, including Federal Motor Carrier Safety Regulations (FMCSR) from the Federal Motor Carrier Safety Administration and the Michigan Motor Carrier Safety Act (Act 181 of 1961 as amended).

**14. Non-authorized equipment:** The permit does not authorize the use of tubes, SUPs or SUP paddles on the Crystal River.

#### **Park Use and Conduct**

**15. Park Resources:** The holder shall ensure that park natural and cultural resources are not harmed or disturbed in any way as a result of their activities during the course of this authorization.

- a. The holder will not allow customers to disturb or remove any natural and/or cultural items from the park, including rocks, flowers and plants.
- b. The holder will not allow customers to enter or climb on historic/cultural buildings or ruins.
- d. The federally protected Pitcher's thistle is found at several beach access points, and the holder should be able to identify this plant to prevent trampling impacts by customers (U.S. Fish and Wildlife Service Pitcher's thistle fact sheet attached).
- e. The holder should be aware of location closures in the Lakeshore and that activity is restricted from these sites (for example beach closures due to nesting piping plover).
- f. The holder will not lock any equipment or associated gear to any National Park Service structure, tree or vegetation.
- g. The holder and customers may not obstruct entrances to access/launch sites, ramps or other public use areas with equipment or create new access points.
- h. Customer shuttles shall load and discharge passengers and equipment at designated locations only.
- i. Guided trips will be scheduled to reduce disruption to scheduled Lakeshore led activities.
- j. Equipment and associated gear used for trips should arrive and leave with the guide leader.
- k. Holders who rent equipment may not park, load, or unload vehicles and trailers while on any boat ramps.
- l. Guided services are limited to authorized public trails and areas outside of designated wilderness.
- m. The holder and hiking tour guides should practice the following during activities in the park.
  - Protect the resources only hike on designated trails and do not walk off trail in fragile dune areas.
  - Prevent the spread of exotic species by inspecting all of your equipment for possible plant hitchhikers, such as seeds or burrs which may be attached to clothing, boot laces or camping equipment, and remove them before entering park lands. To prevent unwanted plant introductions to trails, boot scrapers are provided at trailheads to scrape off any hitchhiking dirt and seed sources from your footwear.

- Be considerate of other park visitors. Respect other visitors and protect the quality of their experience.
  - Respect wildlife and observe them from a distance. Do not follow or approach wildlife. Never feed animals and protect wildlife and your food by storing food and trash securely.
- n. In an effort to safeguard against invasive species, the holder will do the following before their bicycles and associated gear are used on National Lakeshore's trails:
- Prior to moving bicycles, equipment, vehicles, and trailers onto and off of an activity area, spray, scrape, or brush soils, seeds, plant parts, and invertebrates from exterior surfaces, to the extent practical, to minimize the risk of transporting invasive species.
  - Properly dispose of soils, seeds, plant parts, and invertebrates found during inspection and cleaning. Suggestion: place materials in a bag and send to a landfill, where possible.
  - Bicycles that operate exclusively on the Sleeping Bear Heritage Trail only need to follow the cleaning procedures above at the start of operations.

Gear broadly refers to equipment or materials that may be associated with cycling activity.

- o. The holder shall make customers aware of the following trail etiquette guidelines:
- Show consideration for other trail users.
  - Stay on the trail to be respectful of plants and wildlife.
  - Abide by trail signs.
  - Stop at road crossings.
  - Ride single file when other users are present.
  - Ride slow and steady.
  - Wear a helmet while riding.
  - Stay to the right and alert others by saying "on your left" when passing.
  - Do not block trail – please move to the side when stopped on the trail.
- p. The holder will follow all existing State of Michigan laws for boating and fishing. This includes removing all aquatic plants from boats and trailers before launching. In addition, amendments to the Michigan Natural Resources and Environmental Protection Act (NREPA) Sec. 41325 require the following, after trailering your boat and before getting on the road:
- Removing all drain plugs from bilges, ballast tanks, and live wells.
  - Draining all water from any live wells and bilges.
  - Ensuring the watercraft, trailer, and any conveyance used to transport the watercraft or trailer are free of aquatic organisms, including plants.

Michigan DNR's Fisheries Order 245 regarding the release of baitfish, collection and use of baitfish and cut bait, and release of captured fish were codified in the NREPA amendment and includes the following:

- Do not release baitfish in any waters of the state.
  - Do not use fish collected for bait or cut bait except in the inland lake, stream, or Great Lake where it was caught or in a connecting waterway of the inland lake, stream, or Great Lake where the fish was caught if the fish could freely move between the original location of capture and the location of release.
  - Other than baitfish, any fish caught in a lake, stream, Great Lake, or connecting waterway shall only be released in the lake, stream, or Great Lake where the fish was caught, or in a connecting waterway of the stream, lake, or Great Lake where the fish was caught if the fish could freely move between the original location of capture and the location of release.
- q. The holder will not use or allow clients to use felt soled boots or waders.
- r. In an effort to safeguard against invasive species in the region's lakes and rivers, the holder will do one of the following before their watercraft and associated gear enters the National Lakeshore's waters:
- have the water vessels and associated gear dry for 10 days before using
  - pressure wash the water vessels and associated gear with "hot (104 + degrees) water"
  - wash the water vessels and associated gear with chlorinated water (1 tbsp./gal. for 10 min.)

Gear broadly refers to equipment or materials that may enter a water body and includes, but is not limited to, water vessels and associated equipment, personal floatation devices, lifeguard equipment, scientific/sampling equipment, pool toys, footwear, and clothing. Water vessels and associated gear that operate exclusively on any water body do not need to follow the decontamination procedure described above.

- s. The holder will thoroughly wash/rinse their water vessels and equipment after using cleaning products.
- t. The use of chemical products within the boundaries of the National Lakeshore is prohibited.
- u. Water-based commercial activities, must not deteriorate water quality, riverbeds, riverbanks, lake beds or shorelines.
- v. The holder is required to shuttle guided kayak trip clients from outside the National Lakeshore to launch points within the National Lakeshore. Clients may not drive their personal vehicle to a launch point to participate in a guided trip.
- w. The permit does not authorize the use of tubes, SUPs or SUP paddles on the Crystal River.
- x. The holder will monitor water depth in the Crystal River daily and limit kayak and canoe rentals based on water depth. When Crystal River levels, as recorded on the automatic gauge located directly above the Crystal River Dam, fall to 30.92 CFS or less, the holder will limit rentals to only shallow vessels, and will limit vessel loads to prevent resource degradation. When gauge levels fall to 23.26 CFS on the above gauge, rental use on the Crystal River will cease. The CFS level for the Crystal River can be found on <http://glenlakewater.com/>
- y. The holder will not drag kayaks, SUPs and other equipment across the ground. The holder will use kayak carts or hand carry.
- z. The use of twine to lash tubes and other water vessels together is prohibited.
- aa. Group size for stationary fitness classes, including instructor(s) is limited at each beach to the following:
  - Good Harbor Bay Beach -County Road 651 50
  - Good Harbor Bay Beach -County Road 669 50
  - Sunset Shores Road Beach 25
  - Lane Road Beach 25
  - Glen Haven Beach 25
  - Maritime Museum Beach 50
  - Esch Road Beach 50
- bb. The holder does not have exclusive use of any area.

**16. Notifications:** The holder shall notify customers of the following:

- a. Entrance fees must be paid.
- b. Pets must be kept on a six-foot leash at all times.
- c. Pet waste must be collected and properly disposed.
- d. Trash and recycling must be packed out.
- e. Glass containers are prohibited on swimming beaches, lakes and other shorelines, and at the Dune Climb (May 1-October 31).
- f. For river/lake users: water safety, including what to do if capsized, use of PFDs (PFDs are encouraged to be worn at all times), water temperature, hypothermia, river take out locations, and emergency contact information.

**17. Transportation:** All holders transporting passengers in vehicles designed to carry more than 8 passengers, including the driver, must comply with federal and state regulations for commercial passenger vehicles, including Federal Motor Carrier Safety Regulations (FMCSR) from the Federal Motor Carrier Safety Administration and the Michigan Motor Carrier Safety Act (Act 181 of 1961 as amended).

- 18. Vessels:** The holder shall adhere to all regulations and policies of the National Park Service and all U.S. Coast Guard and applicable State of Michigan regulations, and will assume responsibilities for the actions of their patrons.
- The holder shall maintain all U.S. Coast Guard, State of Michigan and National Park Service required permits and licenses current and on-board at all times. A current copy should also be on file with the National Lakeshore. Maintaining a current copy on file with the National Park Service is the responsibility of the permittee.
  - The holder's equipment at all times shall be in serviceable condition and well maintained. All U.S. Coast Guard and State required equipment shall be on board vessel in serviceable and satisfactory conditions.
  - The holder shall make the vessel(s) available for inspection upon request by NPS to ensure visitor safety.
- 19. Visitor Access:** Holders who rent equipment may not park, load, or unload vehicles and trailers while on any boat ramps.
- 20. Noise Levels:** The holder shall make customers aware of noise level limits: noise levels which are unreasonable, considering the nature and purpose of the visitor's conduct, location, time of day or night, purpose for which the area was established, impact on park users, and other factors that would govern the conduct of a reasonably prudent person under the circumstances is prohibited. Amplified sound from a bullhorn generally exceeds the noise level limits and is not allowed.
- 21. Signs:** No signs or placards shall be permitted in the park except those attached to vehicles and trailers.
- 22. Recycling, Refuse and Cleaning:** The holder shall have available an adequate number of recycling and refuse containers at no cost to the customers. Recycling and refuse containers shall either be reusable or made of a minimum of 75 percent recycled material. Every effort must be made to collect all recyclable materials, including cans, bottles, plastic, paper, cooking oil, etc., and deposit them at the local recycling center. The holders shall not use and discourage customers use of items made with polystyrene foam, such as Styrofoam. Failure to leave the area clean and properly dispose of accumulated recycling and refuse will result in an additional management charge that will be billed to the holder.
- 23. Property:** All property and equipment associated with this authorization shall be removed from the park upon the completion of each visit. Equipment may not be stockpiled or left unattended by the holder while out of the park. Only equipment in use by customers may remain in the park upon departures.
- 24. Professionalism:** The holder is responsible for engaging in a standard level of professionalism on park land and behaving in a manner appropriate to represent the United States government and the National Park Service as an authorized commercial vendor. Professional practices include requiring employees to treat park visitors, customers, other commercial service employees, and park employees in a respectful manner. Language and demeanor shall be proper at all times.
- 25. Engagement with Other CUA Holders:** When operating in the park, CUA holders may encounter other competing businesses or CUA holders within operation of their own business. In this regard, holder is expected to maintain a professional appearance and appropriate dialogue. Discrepancies are expected to be resolved at the lowest possible level, and without mediation by the National Park Service. Where appropriate, however, the holders may contact the CUA Program Manager.
- 26. Competition:** The holder may not engage in any activity within the park that actively targets and prevents other commercial operators from conducting the activities authorized under their CUA.
- 27. Research:** No research, collection or use of park natural and cultural resources is permitted by this authorization. A separate Research and Collection Permits is needed to conduct research or to collect park resources.



## COMMERCIAL USE AUTHORIZATION APPLICATION

### Sleeping Bear Dunes National Lakeshore

9922 Front Street

Empire, MI 49630

Dawn Majewski, Permits Coordinator

Phone Number: 231-326-4741



### COMMERCIAL USE AUTHORIZATION

#### ATTACHMENT A

#### CUA Insurance Requirements

#### Commercial General Liability (CGL) Insurance

Liability insurance is required for all CUA holders under the terms of the authorization. Such insurance should be of sufficient scope to cover all potential risks and in an amount to cover claims that can reasonably be expected in the event of serious injury or death. The minimum commercial general liability insurance is \$500,000. Liability insurance policies must name the United States of America as additional insured. The business or person that is providing the service must be the named insured (policy holder). Companies that provide transportation only are not required to have Commercial General Liability as long as the passengers do not disembark.

#### Other Required Insurance

**Commercial Auto Liability Insurance** is required if a CUA holder transports passengers or uses in the performance of the service in the park owned/leased/rented vehicles. If a CUA holder charts the vehicle and those chartered vehicles are owned and operated by another company, the CUA holder is not required to have Commercial Automobile Liability insurance.

The Commercial Auto Liability Insurance for **interstate** passenger transport is indicated in the table below.

Commercial Vehicle Insurance – Passenger Transport (bodily injury and property damage)	Minimum per Occurrence Liability Limits*
Up to 6 passengers	\$1,000,000
7 – 15 passengers	\$1,500,000
16 – 25 passengers	\$3,000,000
26+ passengers	\$5,000,000

\* Indicated minimum per occurrence liability, limit, or minimum State liability requirement in State of operation, whichever is greater.

The Commercial Auto Liability Insurance for **intrastate** passenger transport is indicated in the table below.

Commercial Vehicle Insurance – Passenger Transport (bodily injury and property damage)	Minimum per Occurrence Liability Limits*
<10	\$1,000,000
Up to 15 passengers (canoe, or other watercraft, bicycle, or horse livery)	\$1,000,000
10 - 15	\$2,000,000
>15	\$5,000,000

CUA holders authorized to transport passengers aboard or use in the park an owned/rented/leased vessel are required to have **P&I Vessel Insurance**. The minimum P&I Vessel Insurance is not less than \$50,000 multiplied by the number of passengers authorized to be carried. For vessels carrying 10 or more, not less than \$1,000,000.

#### Insurance Company Minimum Standards

The NPS has established the following minimum insurance **company** requirements. All insurance companies must meet the following minimum standards. These standards apply to foreign insurance companies as well as domestic companies.

1. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch), unless otherwise authorized by the Service.
2. All insurers for all coverages must have Best's Financial Size Category of at least VII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch), unless otherwise authorized by the Service.
3. The insurance ratings must be submitted with the CUA Application. The rating companies do not issue certificates. We require the insurance broker to note this rating in the Certificate. If the rating does not appear on the certificate, the insurance broker must provide it in another document.



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### Proof of Insurance Submission

Applicants must submit proof of insurance with the CUA Application. The proof of insurance must:

- ☐ Be written in English with monetary amounts reflected in USD
- ☐ Reflect that insurance coverage is effective at time of CUA Application submission
- ☐ Name as insured the business or person that is providing the service
- ☐ Name the United States as additional insured
- ☐ Reflect a General Commercial Liability Policy with the minimum coverage amount required in the CUA Application
- ☐ Reflect required additional insurances (commercial vehicle, vessel, aircraft, etc.) with the minimum coverage amount required in the CUA Application
- ☐ Include insurance provider rating or provide in separate document



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### ATTACHMENT B

#### List of Approved Service, Additionally Required Documentation, and Fee Information

AUTHORIZED COMMERCIAL SERVICE	REQUIRED DOCUMENTATION	REQUIRED CUA FEES
Film and Photography Workshops	Guide List with phone # and any associated safety training (first aid, CPR, etc.)	<ul style="list-style-type: none"> <li>\$200 application fee submitted with application.</li> <li>Market Price Fee (% of gross receipts earned from park-based operations minus application fee due each year)</li> </ul> <p>&lt; \$250,000.00 – 3% of gross receipts \$250,000.00 to \$500,000.00 – 4% of gross receipts &gt;\$500,000.00 – 5% of gross receipts</p>
Group Meditation and Stationary Fitness Classes	Instructor List with phone # and any associated safety training (first aid, CPR, etc.).	Same as above
Guided Services - Camping Trips	Guide List with phone # and any associated safety training (first aid, CPR, etc.).	Same as above
Guided Services – Canoe, Kayak, Stand Up Paddleboard	Guide List with phone # and any associated safety training (first aid, CPR, etc.).	Same as above
Guided Services – Fishing/Charter Boat Cruises	Vessel Registration, proof of Insurance, and any associated safety training (first aid, CPR, etc.).	Same as above
Guided Services – Hiking, Biking, Snowshoeing, Cross Country Skiing	Guide List with phone # and any associated safety training (first aid, CPR, etc.).	Same as above
Guided Services - Horse and Wagon/Carriage	Guide List with phone # and any associated safety training (first aid, CPR, etc.).	Same as above
Recreational Equipment Rentals	Equipment List.	Same as above
Youth Educational Camps and Discovery Hikes	Guide List with phone # and any associated safety training (first aid, CPR, etc.).	Same as above